

**KEPPEL OPP'N EXH. 44**

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK

4 -----x

5 EIG ENERGY FUND XIV, L.P.,  
6 EIG ENERGY FUND XIV-A, L.P.,  
7 et al.

8 Plaintiffs,

9 vs.

10 KEPPEL OFFSHORE & MARINE LTD.,  
11 Defendant.

12 18 Civ. 1047 (PGG)

13 -----x

14 C O N F I D E N T I A L

15  
16 VIDEOTAPED DEPOSITION OF JEFFREY CHOW

17 Thursday, June 24, 2021

18 Conducted Remotely  
19  
20  
21  
22

23 REPORTED BY:

24 Christina Diaz, CRC, CRR, RMR, CSR, CLR

25 Job Number: 4626891

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2 Q. I would like you to look at page  
3 19 if you would.

4 A. Yes.

5 Q. And this document is executed by  
6 someone named Nicholas Choo Kwan Hui. I am  
7 not sure if I'm pronouncing that correctly  
8 from Keppel Offshore Marine on December 22,  
9 2017.

10 Do you know what his position was  
11 at Keppel Offshore Marine?

12 A. Specifically at that time, I am  
13 not certain but he should be assistant  
14 general manager of legal.

15 Q. Did he report to you when you  
16 were at Keppel Offshore Marine?

17 A. He did and then he left for two,  
18 2 1/2 years and I asked him to come back.

19 Q. When did he come back?

20 A. I am not really sure of the  
21 specific time but definitely before this  
22 document.

23 Q. All right. Do you see that --  
24 look at page A-1 of this document at the  
25 top it says Attachment A, Statement of

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2 Facts.

3 MS. SKAISTIS: Which page?

4 MR. GOLDMAN: A-1. The top says  
5 Attachment A, Statement of Facts.

6 A. I am there.

7 BY MR. GOLDMAN:

8 Q. It states there, "The following  
9 Statement of Facts is incorporated by  
10 reference as part of the deferred  
11 prosecution agreement between the DOJ and  
12 the US Attorneys Office and Keppel Offshore  
13 Marine Limited."

14 Do you see that?

15 A. Yes.

16 Q. And then if you look at A-10?

17 MR. MEISTER: A-10.

18 MR. GOLDMAN: Yes. Paragraph 50.

19 BY MR. GOLDMAN:

20 Q. Are you there, sir?

21 A. Okay.

22 Q. And paragraph number 50 above it  
23 there is a heading that says the P-53 and  
24 P-58 projects and in paragraph 51 it talks  
25 about bribes that Keppel Offshore Marine

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2 paid regarding these projects.

3 Were you aware, let's say in 2010  
4 and before that Keppel Offshore Marine had  
5 paid bribes relating to the P-53 and P-58  
6 projects?

7 MR. MEISTER: Wait a second. The  
8 question was muffled. I don't think we  
9 heard the year that you referenced in  
10 your question. Maybe you could restate  
11 the question.

12 BY MR. GOLDMAN:

13 Q. Mr. Chow, were you aware in the  
14 2010 time period that Keppel Offshore  
15 Marine had paid bribes relating to the P-53  
16 and P-58 projects with Petrobras?

17 A. I was aware that we had those  
18 projects and that Zwi was our agent but the  
19 details of those two projects, I am not  
20 that familiar with.

21 Q. Did you draft consulting  
22 agreements on those projects with  
23 Mr. Skornicki?

24 A. Offhand I drafted most of the  
25 projects' commission agreements but these

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2 two I believe may have been executed by  
3 Keppel shipyard not Keppel sales.

4 Keppel Offshore Marine was  
5 divided into three separate business  
6 groups. One was Keppel sales which did the  
7 offshore marine structures like oil rigs,  
8 drilling semis, jack-ups. Keppel shipyard  
9 did more of the marine repair, conversion  
10 and these two -- when you take a tanker and  
11 you convert it to a floating production  
12 unit.

13 Unfortunately, the forms were  
14 fairly general, straightforward. As I  
15 mentioned earlier, there was no real  
16 negotiation other than putting the figure  
17 for what the commission amount would be and  
18 to what entity would be the agent that  
19 Mr. Skornicki represented.

20 So offhand, I couldn't tell you  
21 for certain whether I participated in  
22 drafting those but they would have used the  
23 similar format.

24 Q. I am just going to put this all  
25 together in one question.

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2 Starting on paragraph 23, there  
3 is a reference to the P-48 --

4 MR. MEISTER: Hold on a second.

5 MS. SKAISTIS: We have got to get  
6 there.

7 MR. MEISTER: Paragraph 43?

8 BY MR. GOLDMAN:

9 Q. Paragraph 23 there is a reference  
10 to the P-48 project.

11 Do you see that, sir?

12 A. Yes.

13 Q. Then above paragraph 31 there is  
14 a reference to the P-51 and P-52 projects.

15 Do you see that?

16 A. Paragraph 31, yes.

17 Q. And then there is -- above  
18 paragraph 42 there is a reference to the  
19 P-56 project.

20 Do you see that?

21 A. Yes.

22 Q. Paragraph 56, the P-61 project.

23 Do you see that?

24 A. Yes.

25 Q. All right.

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2 Now, were you aware that Keppel  
3 Offshore Marine was paying bribes and  
4 kickbacks through Mr. Skornicki for these  
5 projects with Petrobras?

6 A. I do now. At the specific time,  
7 I may not have been working on those in  
8 particular but ultimately I would be aware  
9 of it.

10 Q. When you put it all together in  
11 2008 that Keppel Offshore Marine had been  
12 paying bribes and kickbacks for projects  
13 with Petrobras, were these projects that  
14 you had concluded that bribes and kickbacks  
15 had been paid upon?

16 A. Yes. Because they were involving  
17 Brazil and that was part of the way I came  
18 to my conclusion is this was Brazil and how  
19 it seemed Brazil operated. So anything  
20 that was in relation to Petrobras projects,  
21 I would have assumed that there was some  
22 commission involved.

23 Q. All right. Sir, if you turn to  
24 page A-14, paragraph 70.

25 MR. MEISTER: One second.



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2 10:56.

3 (Recess)

4 THE VIDEOGRAPHER: We are now  
5 going back on. The time is 11:14.

6 MR. GOLDMAN: All right.  
7 Mr. Chow. I am going to mark another  
8 exhibit.

9 (Plaintiffs' Exhibit 4, e-mail  
10 string beginning with e-mail dated  
11 7/15/11 bearing Production Nos. KEPPEL  
12 269513 through 515, was marked for  
13 identification)

14 MR. MEISTER: You need to give us  
15 a second.

16 MR. GOLDMAN: Okay. How about I  
17 introduce it anyway and get it up.

18 MR. MEISTER: Are we on  
19 Exhibit 4?

20 MR. GOLDMAN: That's correct.

21 MR. MEISTER: Okay. We have it  
22 up.

23 MR. GOLDMAN: All right. I am  
24 going to mark another one actually.  
25 Hold that in abeyance.

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2 (Plaintiffs' Exhibit 5, e-mail  
3 string beginning with e-mail dated  
4 5/12/10 bearing Production Nos. KEPPEL  
5 541358 through 59, was marked for  
6 identification)

7 BY MR. GOLDMAN:

8 Q. All right. I marked as Exhibit 5  
9 is series of e-mails. It's got Bates stamp  
10 KEPPEL 541358 through 59. The top e-mail  
11 is dated March 12, 2010.

12 All right, Mr. Chow, if you would  
13 look at the bottom there, do you see there  
14 is an e-mail from someone named Tommy Sam  
15 to Mr. Tong and Mr. Chow, Mr. Sang, and the  
16 subject is "DRU's bid."

17 Do you see that?

18 A. Wait one second.

19 Q. We are on Exhibit 5. The one I  
20 marked 4, please set that aside for now. I  
21 am going to come back for now.

22 MR. MEISTER: You are Plaintiffs'  
23 Exhibit 5?

24 MR. GOLDMAN: Yes.

25 MR. MEISTER: I see. The bottom

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2 of the first page, okay. We are  
3 looking at an e-mail, the Bates numbers  
4 ending 358, the bottom e-mail.

5 MR. GOLDMAN: That's correct.

6 BY MR. GOLDMAN:

7 Q. Do you see that, Mr. Chow?

8 A. Yes.

9 Q. So, first of all, who is Tommy  
10 Sam?

11 A. One of my colleagues at the  
12 group.

13 Q. Was he employed by Keppel  
14 Offshore Marine or was he with BrasFELS?

15 A. He had various positions over  
16 time. He was in Brazil for a while. He  
17 was in the US for a while. He was in  
18 Singapore for a while.

19 Q. What about CH Tong, what was his  
20 position as of December 4, 2010?

21 A. It shows he was CEO of Keppel  
22 Offshore Marine.

23 Q. And what about YY Chow, what was  
24 his position as of December 4, 2010?

25 A. From the e-mail, he was president

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2 of Keppel Offshore Marine USA in Houston.

3 Q. And Mr. Sang was the CFO of  
4 Keppel Offshore Marine, I take it?

5 A. Mr. Sit. The surname is first  
6 for a lot of them.

7 Q. I am sorry. Mr. Sit?

8 A. Yes.

9 Q. And what about KC Kwok, what was  
10 his position?

11 A. At the time, I couldn't be  
12 certain unless I see where his e-mails are  
13 going. He was in Singapore, the project  
14 manager and then he went to Brazil and took  
15 over as president of Keppel Brazil for a  
16 while.

17 Q. If you look at the next page, it  
18 has the Bates stamp 541359. It talks about  
19 at the top there, new company will be set  
20 off by Petrobras called Sete Enterprise  
21 with 10 percent owned by Petrobras and 90  
22 percent to be owned by some funds to  
23 conduct direct negotiation with the other  
24 bidders and it goes on.

25 Do you see that discussion?

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2 A. Yes.

3 Q. And it states, "Barusco will  
4 retire soon to become the president of this  
5 new company, Sete Enterprise."

6 Do you see that?

7 A. Yes.

8 Q. At this point Keppel Offshore  
9 Marine thought it was going to construct  
10 four semi-submersible units for Sete, is  
11 that right?

12 A. I don't remember. Just reading  
13 what Mr. Sam wrote, that he highlighted.

14 Q. And it says, "The thing is that  
15 we should be getting four semis out of this  
16 exercise for US 700 million dollars each."

17 Was that the cost to construct  
18 these units for Sete?

19 A. He doesn't make that as a price.  
20 The cost of the price is usually much  
21 different.

22 Q. Do you know what that refers to,  
23 the 700 million each? This is on your  
24 e-mail of December 4, 2010 which is the  
25 middle there on the first page of this

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2 document.

3 A. Yes. That's the indicative price  
4 from the e-mail, it's the indicative price  
5 per semi.

6 Q. What's an indicative price?

7 A. The 700 million.

8 Q. What does that mean, an  
9 indicative price?

10 A. That's not the final price  
11 because you would have to negotiate the  
12 final specific technical specifications and  
13 then adjust your pricing according to the  
14 final specification.

15 Q. So this -- at the top there you  
16 sent an e-mail to Mr. Koh dated May 12,  
17 2010, the subject is "DRU's Bid -  
18 Confidential."

19 I take it that you would have  
20 been assuming at this point that Keppel  
21 Offshore Marine would be paying bribes to  
22 the extent it got construction or EPC  
23 contracts relating to the semi-submersibles  
24 in Brazil, right?

25 A. I am sorry?

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2 based on receipt by Keppel FELS Brasil?"

3 And then you respond on December 15th in  
4 the e-mail above that to Mr. Choo cc'ing  
5 Miss Marsuki, "Fernvale."

6 What is Fernvale?

7 A. If I remember properly, it was  
8 the special purpose company that was going  
9 to execute on one or more of the Sete  
10 projects.

11 Q. And that was a special purpose  
12 company that was formed and owned by Keppel  
13 Offshore Marine?

14 A. Yes.

15 Q. And then Mr. Choo writes, "Dear  
16 Jeff. Please find attached draft for  
17 Eagle. Kindly note the highlighted  
18 clauses. Not sure if you want them in or  
19 amended."

20 Do you see that?

21 A. Yes.

22 Q. And then if you turn back on this  
23 document to the Bates stamp KEPPEL 435122.

24 Are you there?

25 A. Yes, I see it.

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2 Q. And it appears to be a draft of a  
3 marketing consulting and services agreement  
4 between Fernvale and Eagle do Brasil.

5 Do you see that?

6 A. Yes.

7 Q. And Eagle do Brasil was  
8 Mr. Skornicki's company, right?

9 A. Yes.

10 Q. Then if you look at page KEPPEL  
11 435132, section 9.0, Business Ethics, do  
12 you see that, sir?

13 A. Yes. I have it now.

14 Q. And this section -- and you can  
15 tell me if I am wrong, this draft provides  
16 that Mr. Skornicki is going to comply with  
17 anticorruption laws and not pay bribes and  
18 kickbacks to, among others, including  
19 Petrobras, right?

20 A. Correct.

21 Q. Why was this in this agreement?

22 A. We would update our format from  
23 time to time and inclusion of these  
24 provisions was recommended to me by some  
25 friends or business acquaintances. So we



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2 incorporated different things from time to  
3 time, and for this one, it's a clause that  
4 other companies have used and in particular  
5 Zwi had signed with another company having  
6 similar provisions.

7 Q. But you knew, sir, that he was  
8 not going to be able to comply with what  
9 was set forth in section 9.0, right?

10 A. Well, it was up to him to agree  
11 or not agree to it and up to him to comply  
12 or not comply.

13 Q. I got that, sir. But you knew  
14 that Mr. Skornicki was not going to be able  
15 to comply with anticorruption laws because  
16 he was going to be paying bribes to  
17 Petrobras, right?

18 A. I had come to the conclusion that  
19 he was.

20 Q. And wasn't the purpose of this  
21 section, one of the purposes was to conceal  
22 the fact that he would be paying bribes?

23 A. Not to conceal it, no. It was  
24 more for protection internally.

25 Q. Well, sir, I mean, one of the

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2 reasons why you executed these types of  
3 agreements with Mr. Skornicki in these  
4 projects with Petrobras was to conceal the  
5 true nature and purpose of the bribe  
6 payments, right, sir?

7 A. The intention wasn't to conceal  
8 any bribe payments. The intention was to  
9 capture in writing the agreement between  
10 the company and Mr. Skornicki, that he  
11 would be paid a certain commission fee for  
12 his assistance under certain contracts.

13 Q. Okay. Sir, well, let's go back  
14 to Exhibit 2 then. These are the charges  
15 to which you plead guilty.

16 Are you there, sir?

17 A. Yes. Sorry.

18 MS. SKAISTIS: We are just  
19 pulling up Exhibit 2.

20 BY MR. GOLDMAN:

21 Q. Paragraph 13, are you there?

22 A. Now I am.

23 Q. And you agreed earlier at this  
24 deposition that the statements in paragraph  
25 13 were true, right, sir?

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2 A. Correct.

3 Q. And according to paragraph 13,  
4 "To facilitate the payment of those bribes  
5 and conceal the true nature and purpose of  
6 the payments, in accordance with  
7 established practices and Rig Construction  
8 Company, the defendant, Jeffrey Chow, and  
9 other employees at Rig Construction Company  
10 created and executed false agreements on  
11 behalf of Rig Construction Company with  
12 consulting companies controlled in whole or  
13 in part by Rig Construction Company Agent."

14 Do you see that?

15 A. Yes.

16 Q. And that was true, right?

17 A. Yes. Yes.

18 Q. And you see the last sentence  
19 says, "Certain of these agreements also  
20 falsely represented that Rig Construction  
21 Company Agent was abiding by antibribery  
22 law and was not making improper payments."

23 Do you see that?

24 A. Yes.

25 Q. And that was also true, right,

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2 sir?

3 A. Yes.

4 MR. GOLDMAN: I am going to mark  
5 another exhibit.

6 (Plaintiffs' Exhibit 16, e-mail  
7 string beginning with e-mail dated  
8 12/17/11 bearing Production Nos. KEPPEL  
9 453940 through 41, was marked for  
10 identification)

11 BY MR. GOLDMAN:

12 Q. All right. I have marked  
13 Plaintiffs' Exhibit 16.

14 Do you see it, Mr. Chow?

15 A. Yes. Now I do.

16 Q. This is a multi-page document  
17 with -- I will tell you what the Bates  
18 stamp is -- multi-page document with the  
19 Bates stamp KEPPEL 453940 through 41.

20 And do you see that the bottom of  
21 the page there is an e-mail from Mr. Chong  
22 to a number of people and you are cc'd on  
23 that e-mail dated December 17, 2011?

24 A. Yes.

25 Q. It says, "Dear All, FYI the

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2 other companies you can use. Can you send  
3 names of these companies."

4 Were you looking for other  
5 companies in which Keppel could enter into  
6 consulting agreements with Mr. Skornicki?

7 A. No. The purpose was to ask Zwi  
8 what company he is going to use to sign the  
9 consulting agreement.

10 MR. GOLDMAN: All right. We will  
11 mark another exhibit.

12 (Plaintiffs' Exhibit 20, e-mail  
13 string beginning with e-mail dated  
14 9/4/12 bearing Production Nos. KEPPEL  
15 46490 through 46494, was marked for  
16 identification)

17 BY MR. GOLDMAN:

18 Q. Do you have Plaintiffs' Exhibit  
19 20?

20 A. Now I do.

21 Q. It's a multi-page document,  
22 e-mail thread, Bates stamp KEPPEL 46490  
23 through 46494. I want you to start at the  
24 bottom of the third page. There is an  
25 e-mail from you to Mr. Skornicki dated

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2 April 9, 2012 cc'ing Tommy Sam.

3 Do you see that?

4 A. Yes.

5 Q. It says, "Need you to advise on  
6 company for outside agreement between that  
7 company and Fernvale. I have suggested and  
8 agreement is reached to have one portion  
9 via normal channels to Eagle in Brazil,  
10 with balance to be with Fernvale outside."

11 Why were you making this  
12 suggestion?

13 MR. MEISTER: Can you point me to  
14 where you are in that document again.  
15 Sorry about that.

16 MR. GOLDMAN: I will ask the  
17 question again.

18 BY MR. GOLDMAN:

19 Q. Look at the page with KEPPEL  
20 46493. You wrote to Mr. Skornicki, "Need  
21 you to advise a company for outside  
22 agreement between that company and  
23 Fernvale. I have suggested and agreement  
24 is reached to have one portion via normal  
25 channels to Eagle in Brazil with balance to

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2 be with Fernvale outside."

3 First of all, what do you mean by  
4 that suggestion?

5 A. It's the normal process that I  
6 have been familiar dealing with Zwi in the  
7 past. He breaks it down into two portions,  
8 local currency portion and a US dollar  
9 portion outside.

10 Q. When you say outside, what do you  
11 mean by that?

12 A. Outside of Brazil.

13 Q. And then the next e-mail above  
14 that is from Mr. Sam to Jerald Lee Quan Ti.

15 Who is that?

16 A. I believe he was the CFO in  
17 Brazil at the time.

18 Q. Okay. And you were cc'd and  
19 Mr. Sam says, "Jerald, Zwi is requesting  
20 that part in Brazil be paid in Reals from  
21 Fernvale's nonresident account in Brazil.  
22 If so, do we have to withhold taxes?  
23 Kindly check."

24 Was that a concern that you would  
25 have to withhold taxes?

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2 A. It wasn't a concern that I had.  
3 I didn't know about the tax issues.

4 Q. And then you wrote above that on  
5 April 9th, "So the contract would be  
6 between Fernvale and Eagle for both Reals  
7 and US dollar portions? I was hoping to  
8 lay off .5 percent to BrasFELS, and rest  
9 Fernvale (so that Eagle helped BrasFELS get  
10 it job, while XYZ company help Fernvale get  
11 job)."

12 What did you mean by that?

13 A. Fernvale shouldn't be bearing the  
14 full brunt of the 2 percent and that the  
15 company that was enjoying the benefit of  
16 the contract should be bearing some of it,  
17 that being BrasFELS.

18 So the normal procedure before in  
19 dealing with these, it was always split up  
20 into two portions, a local currency portion  
21 and a portion outside with the special  
22 project company.

23 Q. And why was it split up in two  
24 portions in that manner?

25 A. In the past, Zwi had requested it



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2 to be split up that US dollars outside, he  
3 asked to Eagle do Brasil.

4 Q. Why had you requested it?

5 A. Why did he request it?

6 Q. You are saying that Mr. Skornicki  
7 requested that a portion be paid in Reals  
8 and a portion be paid in dollars?

9 A. That was my understanding, yes.

10 Q. Then Mr. Sam writes back to you,  
11 "Zwi is setting up a newco for USD. He is  
12 requesting to be paid by Fernvale to save  
13 taxes. If we agree on this, he must sign  
14 an exclusion with BF."

15 Do you know what that refers to,  
16 an exclusion with BF?

17 A. There was at one time an overall  
18 agency agreement between Keppel sales  
19 Brazil and BrasFELS with Eagle do Brasil.

20 So if you were going to pay him  
21 his commission for the Reals portion, the  
22 other vehicle, you should exclude it from  
23 the general agreement that it normally  
24 would have fallen under. So you are not  
25 obligated to pay twice that amount.

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2 contract we saw earlier today dated  
3 December 16, 2011?

4 A. I couldn't say for sure. It just  
5 doesn't reference a specific project since  
6 they were all between Fernvale and Deepsea  
7 Oil.

8 (Plaintiffs' Exhibit 28, e-mail  
9 string beginning with e-mail dated  
10 9/1/15 bearing Production Nos. KEPPEL  
11 634953 through 955, was marked for  
12 identification)

13 BY MR. GOLDMAN:

14 Q. All right I have marked  
15 Plaintiffs' Exhibit 28. Let me know when  
16 you have it.

17 A. I have it.

18 Q. All right. So if you look --  
19 this is an e-mail chain in January of 2015  
20 Bates stamped KEPPEL 634953 through 955 and  
21 there is an e-mail there, the second one  
22 down from the top from Yan Nain Myint to  
23 you -- to Mr. Sam, to Zwi, and you are cc'd  
24 on it. It's dated January 2015. The  
25 subject is "URKA and Frade Anticorruption

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2 Letters."

3 Do you recall that in this time  
4 period that the Brazilian National  
5 Development Bank and other lenders were  
6 requiring Sete, Petrobras, and Shipbuilders  
7 to give anticorruption letters?

8 A. I wasn't aware because normally  
9 once the contract is signed, it goes to  
10 operation people and there is a different  
11 group that handles that. I wasn't aware of  
12 the details of that.

13 Q. So this e-mail goes on and says,  
14 "Dear All, I just received this from Sete  
15 which they said is approved by BNDES. From  
16 quick look, it is much simpler than  
17 previous versions. I have highlighted that  
18 English law has to be changed back to New  
19 York law to be in line with EPC contract.  
20 Please review and give feedback ASAP."

21 First of all, who was Yan Nain --  
22 I don't know how to pronounce it -- is it  
23 Myint?

24 A. Yes. He was the project director  
25 appointed for the Sete jobs.

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2 Q. So he was the project director at  
3 Keppel?

4 A. Yes.

5 Q. And you wrote back to Mr. Sam,  
6 "Can you contact Yan and tell him to keep  
7 this off e-mails, as we don't want to be  
8 seen to colluding with others (as we have  
9 been doing it already since the draft  
10 submitted - Fernando used our arguments and  
11 drafts, to the most extent)?"

12 Why were you telling Mr. Yan to  
13 keep this off e-mail?

14 A. It just doesn't look good to  
15 client if we are sharing our approach or  
16 requests from them with other shipyards  
17 that are contracting with them. So I told  
18 him to stop it.

19 Q. So who is Fernando?

20 A. Fernando at that time should have  
21 been the guy in charge at the Enseada Yard  
22 for AutoBrik.

23 Q. And the Enseada Yard was one of  
24 the shipbuilders for the Sete project?

25 A. Correct.

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2 (Plaintiffs' Exhibit 29, e-mail  
3 dated 10/1/15 bearing Production Nos.  
4 KEPPEL 485414, was marked for  
5 identification)

6 BY MR. GOLDMAN:

7 Q. I have introduced Plaintiffs'  
8 Exhibit 29. Let me know when you have it.

9 A. I have it.

10 Q. It's a single page, KEPPEL  
11 485414, and I am interested in the e-mail  
12 that you wrote on January 9, 2015 where you  
13 said, "Fernando confirmed that they signed  
14 letter to BNDES, dealing directly with  
15 them. He said the others have also signed.  
16 Engevix signed as they will sign anything,  
17 nothing to lose."

18 And in the third paragraph down  
19 you said, "Confirmed AMA signed which would  
20 free up bridging loan funds next week."

21 AMA, does that refer to an asset  
22 management agreement?

23 A. I don't remember what it stood  
24 for.

25 Q. And it says, "Carneiro

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2 optimistic, things better but taking time."

3 Is Carneiro the CEO of Sete?

4 A. I don't think so. It was just  
5 Ferraz or Barusco that I remember.

6 Q. Well, do you remember having a  
7 discussion with somebody at Sete about how  
8 the Sete business was doing in around this  
9 time period?

10 A. No.

11 Q. And it says, "Fernando will send  
12 language of their letter signed, but for  
13 obvious reasons cannot send copy of letter.  
14 Will forward once received. Will keep in  
15 touch via phone as things develop. If  
16 Tommy could advise those in Brazil, as  
17 things too dicey to be sending too much  
18 through internet. Regards Jeff."

19 What do you mean, "things are too  
20 dicey to be sending through internet"?

21 A. It appears that Sete is asking  
22 for stuff and it must be outside of the  
23 contract requirements because if it were  
24 within the contract requirements, then  
25 there is no issue. But if they are asking

